

## MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (the "Agreement") is executed this 13 day of February, 1992 between THE BOYER COMPANY, a Utah corporation ("Boyer"), and EG&G IDAHO, INC., an Idaho corporation ("EG&G").

### RECITALS

A. Boyer Idaho Falls Associates, Ltd., a Utah limited partnership ("Lessor"), and EG&G, as Lessee, entered into a certain Lease Agreement No. C90-132768, dated as of July 31, 1991, which was modified by Modification No. 1, effective September 19, 1991 (as modified, the "Lease").

B. Contemporaneously with the execution of this Agreement, Lessor and EG&G have amended the Lease in certain respects and, as part of the consideration for such amendment, Boyer and EG&G have agreed to enter into this Agreement governing the maintenance of the premises under the Lease. The Lease as modified and amended is hereinafter referred to as the "Lease." Capitalized terms not defined in this Agreement shall have the same meaning as set forth in the Lease.

NOW, THEREFORE, FOR TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Maintenance Payment. EG&G shall pay to Boyer by wire transfer maintenance payments (each, a "Maintenance Payment") in the amount of \$41,060.16 per month during the term of the Lease, commencing with a Maintenance Payment on the last day of the month in which the Commencement Date under the Lease occurs, and thereafter on the last day of each month during the term of the Lease. If the Commencement Date under the Lease is not on the first day of a month, the Maintenance Payment for the month in which the Commencement Date occurs will be determined on a per diem basis for the number of days remaining in the month (including the Lease Commencement Date) predicated on a 30-day month.

During renewal periods under the Lease, EG&G shall pay to Boyer on the last day of each month during such renewal periods Maintenance Payments in the following amounts:

<u>OPTION</u>	<u>RENEWAL PERIOD</u>	<u>ANNUAL MAINTENANCE</u>	<u>MONTHLY MAINTENANCE</u>
1	Years 11-15	\$566,467.00	\$47,205.58
2	Years 16-20	\$594,635.00	\$49,552.91
3	Years 21-25	\$649,937.00	\$54,161.41

If any Maintenance Payment is not paid within fifteen (15) days of the due date, then beginning on the sixteenth (16th) day after the due date, interest shall accrue on the unpaid Maintenance Payment until paid in full, at twelve percent (12%).

2. Preparation of Premises. To the extent that, as of the date of this Agreement, Lessor has not performed its obligations under Article 1 of the Lease to prepare the premises for occupancy as described in Exhibit A to the Lease, Boyer hereby assumes and agrees to perform such obligations pursuant to Article 1 of the Lease and Exhibit A thereto and EG&G shall accept such performance by Boyer in Lessor's stead. As of the Acceptance Date (as defined in the Lease), Boyer assumes all responsibility for performance by Lessor of all obligations under the Lease as if Boyer were substituted for Lessor under the Lease with regard to performance of such obligations. Such obligations shall include, but are not limited to, obligations under Articles 1, 3, 11, 30 and 38 of the Lease. As of the Acceptance Date, EG&G shall have against Boyer all rights and remedies provided under the Lease with regard to Lessor, as though Boyer were substituted for Lessor with regard to such rights and remedies.

3. Maintenance Obligation of Boyer. Boyer shall maintain the premises, including the building, all building equipment, fixtures and appurtenances furnished by Lessor under the Lease, in the same good repair and tenantable condition that existed upon Acceptance, subject to normal wear and tear, except for damage arising from the negligence or willful misconduct of EG&G or persons claiming by, through or under EG&G, in which case EG&G shall promptly reimburse Boyer for all reasonable costs and expenses incurred by Boyer and relating to such maintenance. Boyer, at its own expense, shall make such alterations to the premises as may be required from time to time to meet the requirements of applicable law. Without limiting the generality of the foregoing, Boyer shall maintain the mechanical equipment and utilities and perform regular preventative maintenance on all equipment and devices as recommended by the original equipment manufacturer during the Lease term and any renewals of the Lease. Boyer may, at reasonable times, and with the approval of the EG&G authorized representative in charge, enter and inspect the premises and make any necessary repairs. Boyer shall employ a full-time qualified maintenance engineer, to be approved by EG&G, with full authority to cause the necessary repairs to be made promptly. If Boyer's maintenance engineer does not commence action to make necessary repairs within one (1) hour after receiving notice of equipment malfunction, EG&G may cause the necessary repairs to be made and the cost of such repairs may be deducted by EG&G from the next monthly Maintenance Payment. Maintenance activities shall be conducted to minimize impact on EG&G, e.g., preventative maintenance on elevators shall be done on EG&G's off-shift. Boyer, at its sole expense, agrees to comply with all laws, codes, ordinances, rules, regulations and requirements of all federal, state and municipal governments and their appropriate departments, commissions, boards and officials applicable to the ownership and establishment of the premises, its

tenancy and use of the said premises. Boyer shall apply for, obtain and maintain in full force and effect all permits, licenses and related items necessary for the ownership, establishment, tenancy, use, maintenance, operation or alteration of the premises. In the event of a determination by governmental authorities that the premises or any portion thereof cannot be occupied due to a violation of applicable law or regulation, during the period of time that EG&G is denied occupancy due to such governmental determination, the amount of Maintenance Payments that EG&G is obligated to pay under this Agreement shall be reduced by an amount proportionate to the reduction in occupiable space within the premises attributable to such governmental determination. Boyer shall pay to EG&G that portion of the monthly rent payments payable by EG&G under the Lease that is proportionate to the reduction in occupiable space within the premises due to such governmental determination. Any abatement of rent payments and Maintenance Payments pursuant to this Section shall end upon the first to occur of (a) the fifth (5th) day after Boyer notifies EG&G that the affected premises or portion thereof are restored to occupiable condition and (b) the date upon which EG&G occupies the affected premises or portion thereof.

4. Other Maintenance. EG&G, at its discretion and sole cost and expense, may either request Boyer to provide services or may obtain services from third parties to clean windows, stripe parking lots, paint, replace carpet, receptacles, erect or relocate partitions, light fixtures, and perform other types of maintenance.

5. Base Year Taxes. Boyer shall prepare and timely file any and all real property tax returns and reports required to be filed in connection with the premises. Except as otherwise set forth herein, Boyer shall be responsible for payment of license fees, assessments, sales, use, property and other taxes (including any penalties and interest levied, imposed or assessed during the term of this Lease by any state, federal, local or other governmental form against all or any part of the premises (or any fixtures, furnishings, equipment or other personal property contained therein or thereon), based upon the ownership, leasing, renting, sale, possession or use of such property. Boyer shall pay the full amount of general property taxes and assessments during the first year of EG&G's occupancy. The amount of general property taxes and assessments in the year in which the Commencement Date occurs is the "base" amount which will be used to determine EG&G's obligations. The "base" amount must be the amount of general property taxes and assessments due after the work on the premises pursuant to Exhibit A to the Lease has been completed and taxes are fully assessed. Subsequent to the year on which the base amount is calculated, EG&G shall pay as an addition to Maintenance Payments or receive as a credit against Maintenance Payments, as the case may be, the amount of general property taxes and

assessments assessed against the premises that exceeds or is less than the "base" amount. After receipt of the tax statement and prior to delinquency of taxes, Boyer will pay the taxes due and EG&G will reimburse Boyer for the increase or receive applicable credit for a decrease within thirty (30) days of receipt of such tax statement. In addition, EG&G shall be responsible for all personal property taxes levied on trade fixtures, furnishings, equipment and other personal property of EG&G.

6. Insurance.

(a) Boyer shall, at its expense, maintain at all times after Acceptance of the premises by EG&G, and until the premises are returned to the Lessor, fire, extended coverage, property damage and loss of rents insurance with respect to the premises, covering such risks as shall be reasonably satisfactory to Boyer and EG&G. In no event shall the insurance limits as related to the premises be less than the amount of the then applicable Stipulated Loss Value Payment identified on Exhibit B to the Lease. Each such insurance policy shall: (i) name EG&G, as well as Boyer, the Lessor and the Lender, as insureds, provided that any obligation imposed upon an insured shall be the sole obligation of Boyer; (ii) provide that the loss payee, in the case of a complete casualty, shall be the Lender, unless there is no Lender, in which case the loss payee shall be Boyer, and shall provide that the loss payee, in the case of a partial casualty, shall be EG&G; provided, however, that in any case, insurance proceeds in excess of the insured loss shall be payable to Boyer; (iii) contain a clause requiring the insurer to give Boyer and the Lessor and the Lender at least thirty (30) days' prior written notice of any alteration in the terms of such policy or the cancellation thereof; (iv) be primary, without right of contribution from other insurance policies maintained by any insured; and (v) provide that the insurer waives all rights of subrogation and set-off and other rights of deduction against the insureds. Upon Acceptance of the premises and upon each insurance renewal date, Boyer shall deliver to EG&G a certificate evidencing such insurance. A complete casualty shall constitute destruction or damage which, in EG&G's reasonable judgment, renders the premises permanently unfit or beyond economic repair, and a partial casualty shall be any destruction or damage to the premises other than a complete casualty. EG&G shall have up to ninety (90) days to determine whether a complete casualty has occurred.

(b) In the event of any loss, damage, injury or accident involving the premises, EG&G shall provide Boyer with written notice thereof within ten (10) days after such event and shall

make available to Boyer all information and documentation relating thereto. Except as expressly provided herein, this Section in no way relieves EG&G from making full Maintenance Payments to Boyer hereunder. EG&G shall give Boyer written notice upon its determination that a complete casualty has occurred. EG&G's obligation to make Maintenance Payments shall terminate immediately upon Boyer's receipt of such notice. After such date, Boyer shall make monthly rent payments under the Lease on behalf of EG&G, until the Lease is terminated pursuant to Article 14 thereof. This Agreement shall terminate immediately upon payment of the insurance proceeds hereunder in the amount of the Stipulated Loss Value Payment to the appropriate loss payee.

(c) EG&G agrees that Boyer shall not be liable to EG&G for any liability, claim, loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by (1) the negligence of EG&G, its agents, servants and invitees; (2) the inadequacy of all or any part of the premises for any purpose, which inadequacy is not attributable to any fault of Boyer or Lessor; (3) any deficiency or defect in all or any part of the premises, which deficiency is not attributable to any fault of Boyer or Lessor; (4) the use or performance of all or any premises which is not attributable to any fault of Boyer or Lessor; (5) any delay in delivery, failure to deliver, interruption or loss of service in the use or performance of all or any part of the premises, which delay, failure, interruption or loss is not attributable to any fault of Boyer or Lessor; (6) the seizure of the premises by any governmental authority or person; (7) any hostile or warlike action by any governmental authority or person; (8) any insurrection, rebellion, revolution, civil war, usurped power or action taken by an authority against the same; (9) any radiation or radioactive contamination not placed or stored in or on the premises by Boyer or Lessor; or (10) any loss of business, profits or other indirect, special or consequential damages, of any nature, whether or not resulting from any of the foregoing. EG&G covenants and agrees that it carries and maintains liability insurance against public liability with respect to or arising out of negligent maintenance or use of the premises caused by acts or omissions of EG&G, and upon Acceptance of the premises and each insurance renewal date, EG&G shall furnish Boyer with a certificate of such insurance.

7. Destruction. In the event of destruction of the premises or any portion thereof during the Lease term or any renewal or extension thereof from any cause, Boyer shall repair and restore the premises to their condition prior to destruction upon the written request of EG&G, but only on condition that either EG&G or the issuer(s) of the insurance policy or policies described

in Section 6 hereof shall provide Boyer with all funds to accomplish such repair and restoration.

8. Default; Remedies. Boyer shall not be in default under this Agreement unless it fails to perform an obligation required to be performed under this Agreement within thirty (30) days after written notice, delivered as specified in Section 10 of this Agreement, from EG&G to Boyer specifying the obligation that Boyer has failed to perform. Notwithstanding the foregoing, if more than thirty (30) days are reasonably required for performance or cure, Boyer shall not be in default if it commences performance within thirty (30) days after written notice and diligently prosecutes such cure to completion. In the event of a default by Boyer of any of its maintenance obligations under this Agreement that is not cured within the applicable cure period, the sole remedy of EG&G shall be to cure such default and deduct the reasonable cost of such cure from the monthly Maintenance Payment(s). In no event may EG&G terminate the Lease or offset any amount against the monthly rent payments due to Lessor under the Lease because of a default of Boyer under this Agreement.

9. Termination. This Agreement shall terminate in all events upon termination of the Lease.

10. Notices. Any notice or demand to be given by Boyer or EG&G to the other shall be given in writing by personal service, telegram, express mail, Federal Express, DHL or any other similar form of courier or delivery service, or by mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to each party as follows:

If to Boyer:

The Boyer Company  
127 South 500 East, Suite 310  
Salt Lake City, Utah 84102  
Attention: H. Roger Boyer

If to EG&G:

EG&G Idaho, Inc.  
P.O. Box 1625  
Idaho Falls, Idaho 83415-2083  
Attention: Manager, Operations Subcontracts

Either Boyer or EG&G may change the address at which they desire to receive notices by written notice to the other party. Any notice is deemed to have been given, and is effective, upon delivery to the applicable notice address for the party to whom the notice is directed. Refusal to accept delivery of a notice or

inability to deliver a notice because of an address change that was not properly communicated does not defeat or delay the effective date of such notice.

11. Occurrence Notification and Reporting by Boyer. The Boyer representative on site at the premises, who shall be either a Boyer employee or an employee of a designated affiliate of Boyer, shall immediately (not to exceed one hour) notify an EG&G representative of any Event or Condition involving the premises which comes to Boyer's attention. An Event is defined as a real-time occurrence (e.g., a pipe break, valve failure, loss of power, etc.). A Condition is defined as any as-found state, whether or not resulting from an Event, which may have adverse safety, health, quality assurance, security, operational or environmental implications. A Condition is more programmatic in nature (e.g., an error in analysis or calculation; an anomaly associated with design or performance; or an item indicating a weakness in the management process). If there is confusion as to whether an Event or Condition should be reported to EG&G, the Boyer representative shall report such in accordance with the requirements hereof. The EG&G representative to whom such reports shall be made is Craig L. Jacobson. ~~NEBO~~ *to change to S.L.W.*

12. Hazardous Substances Indemnification. Boyer agrees to indemnify and hold harmless EG&G, DOE and the Government from all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease related to the presence or suspected presence of hazardous substances placed or stored in or on the premises by Boyer. Indemnification does not apply to the hazardous substances present solely as a result of negligence, willful misconduct, or other acts of EG&G, its agents, employees, contractors or invitees. This indemnification includes but is not limited to all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state or local agency or political subdivision. This indemnification also includes all costs due to hazardous substances that flow, diffuse, migrate or percolate into, onto or under the premises after the Lease term commences.

13. Convict Labor. Boyer agrees not to employ any person undergoing sentence of imprisonment in performance of work under this Agreement except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. §4082(c)(2) and Executive Order No. 11755, December 29, 1973.

14. Covenant Against Contingent Fees. Boyer warrants that it has not employed any person or selling agency to solicit or secure this Agreement for a commission, percentage, brokerage or

contingent fee, except bona fide employees or established commercial or selling agencies maintained by Boyer for the purpose of securing business. For breach or violation of this warranty, the Government has the right to annul this Agreement without liability, or in its discretion to deduct from the rental price or consideration, or otherwise recover the full amount of any commission, percentage, brokerage or contingent fee. (Licensed real estate agents or brokers having listings on property for rent in accordance with general business practice, and who have not obtained licenses for the sole purpose of effecting this Agreement, may be considered as bona fide employees or agencies within the exception contained in this Section.)

15. Official Not To Benefit. No member of Congress or resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise. This provision does not apply to this Agreement if made with a corporation for its general benefit.

16. Assignment of Claims. Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. §3727; 41 U.S.C. §15), if this Agreement provides for payments aggregating One Thousand Dollars (\$1,000.00) or more, claims for monies due or to become due to Boyer from the Government under this Agreement may be assigned to a bank, trust company or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment covers all amounts due and payable to Boyer under this Agreement. Assignment will not be made to more than one party, except for one party as agent or trustee for two (2) or more parties participating in the financing. Notwithstanding any provisions of this Agreement, payments to an assignee of any monies due or to become due under this Agreement will not be subject to reduction or set-off except as provided in the Assignment of Claims Act, as amended.

17. Equal Opportunity. The parties agree that any affirmative action or equal opportunity obligations that may be imposed upon Boyer in connection with this Agreement shall be delegated by Boyer to Boyer-Idaho Falls Associates, Ltd. During the performance of this Agreement, Boyer agrees as follows:

(a) Boyer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Boyer will take affirmative action to ensure that such applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Action will include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination;



rates of pay or other forms of compensation; and selection for training, including apprenticeship. Boyer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Boyer setting forth the provisions of this Section 17.

(b) Boyer will, in all solicitations or advertisements for employees placed by or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) Boyer will send to each labor union or union representative of workers with whom it has a collective bargaining agreement or other contract or understanding, a notice to be provided by Boyer advising the labor union or workers' representative of Boyer's commitments under this Section 17. Boyer will post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Boyer will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and the rules, regulations and relevant orders of the Secretary of Labor.

(e) Boyer will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and rules, regulations and orders of the Secretary of Labor, and will permit access to its books, records and accounts by DOE and the Secretary of Labor for investigation to ascertain compliance with such rules, regulations and orders.

(f) If Boyer does not comply with this Section 15 or with any rules, regulations or orders, this Agreement may be cancelled, terminated or suspended, in whole or in part, and Boyer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and other sanctions may be imposed and remedies invoked as provided in those Orders, or by rule, regulation, order of the Secretary of Labor, or as otherwise provided by law.

(g) Boyer will include the provisions of subsections (a) through (f) in every lower-tier subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to the above-reference Executive Orders so that those provisions will be binding upon each lower-tier subcontractor or vendor. Boyer will take any action with a lower-tier subcontract or purchase order as DOE may direct to enforce such provisions, including sanctions for noncompliance. If Boyer

becomes involved in, or is threatened with, litigation by a lower-tier subcontractor or vendor as a result of such direction by DOE, Boyer may request the United States to enter into such litigation to protect the interests of the United States.

18. Articles Incorporated by Reference. The following Federal Acquisition Regulation ("FAR") clauses and any applicable Department of Energy Acquisition Regulation ("DEAR") clauses are incorporated by reference:

- (a) Clean Air and Water, FAR 52.223-12 (\$100,000.00).
- (b) Affirmative Action for Handicapped Workers, FAR 52.222-36.
- (c) Affirmative Action for Special Disabled and Vietnam Era Veterans, FAR 52.222-35 (\$10,000.00).
- (d) Limitation on Payments to Influence Certain Federal Transactions, FAR 52.203-12.

19. Examination of Records by the Comptroller General.

(a) Boyer agrees that the Comptroller General of the United States or any duly authorized representatives shall have access to and the right to examine any pertinent books, documents, papers and records of Boyer involving transactions related to this Agreement. This right to examine ends upon the expiration of three years after final payment under this Agreement or a lesser time specified in Appendix M of the Armed Services Procurement Regulations or Federal Procurement Regulations Parts 1-10.

(b) Boyer agrees to include a provision in all its subcontracts related to this Agreement stating that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, (until the expiration of three (3) years after final payment under the Lease or a lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Parts 1-20), have access to and the right to examine any pertinent books, documents, papers, and records of the subcontractor involving transactions related to this Agreement. The term "subcontract" excludes (i) purchase orders not exceeding \$10,000.00 and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The periods of access and examination described in subsections (a) and (b) above, for records that relate to (i) litigation or the settlement of claims arising out of the

performance of this Agreement, or (ii) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, will continue until all appeals, litigation, claims or exceptions have been finally disposed of.

(d) Nothing in this Agreement precludes an audit by the General Accounting Office of any transaction under this Agreement.

20. Availability of Funds. As set forth in the penultimate sentence of this Section 19, EG&G's obligations under this Agreement are contingent upon the availability of appropriated funds furnished by the Government under Contract No. DE-AC07-76ID01570 (and/or any successor or substitute prime operating contract or contracts which in substance provide for the performance of all or any portion of the duties and obligations of EG&G described in Contract No. DE-AC07-76ID01570, as in effect on the date hereof) (such Contract, and any such successor or substitute contract or contracts, together, called herein the "Prime Operating Contract"), from which payments required by this Agreement can be made. Nothing in this Agreement shall be construed to require EG&G or the Government to violate the prohibitions of 31 U.S.C. §665 (the Anti-Deficiency Act). However, this Section does not apply to minor cutbacks or delays in the Prime Operating Contract funding that may occur. This Section is only intended to apply if EG&G and/or successor or substitute prime contractor or contractors lose all or a substantial portion of the Government funding under the Prime Operating Contract. Therefore, EG&G may cancel this Agreement at any time upon thirty (30) days' prior written notice to Boyer that funding under the Prime Operating Contract has been or will be decreased by the Government by greater than fifty percent (50%) of the total funding under the Prime Operating Contract for the previous funding year. Appropriated funds received by EG&G will first be used to pay obligated costs, including this Agreement, before any new acquisitions will be made.

21. Disputes. The parties agree that the appropriate forum for resolution of any dispute or claim pertaining to this Agreement shall be a court of competent jurisdiction as follows:

(a) Subject to subsection (b) of this Section, any litigation regarding this Agreement will be brought and prosecuted exclusively in Federal District Court, with venue in the United States District Court for the District of Idaho, in Pocatello, Idaho.

(b) If requirements for jurisdiction in any Federal District court cannot be met, such litigation will be brought in the District Court of the Seventh Judicial District of the

State of Idaho, County of Bonneville, with venue in the District Court of the Seventh Judicial District for the State of Idaho in Idaho Falls, Idaho.

(c) All substantive issues of law will be determined by applying federal procurement laws. Nothing in this Section grants Boyer any statutory rights or remedies not expressly set forth in this Agreement.

(d) There will be no interruption of this Agreement during the pendency of any dispute that may arise between the parties or Boyer and its subcontractors in support of this Agreement.

(e) The Contract Disputes Act of 1978 (41 U.S.C. Sections 601-610) does not apply to this Agreement. This Section does not prevent EG&G, in its sole discretion, from sponsoring a claim of Boyer for resolution under the provisions of EG&G's prime contract with DOE. If EG&G sponsors a claim at the request of Boyer, Boyer is bound by the decision of the DOE contracting officer to the same extent and manner as EG&G.

22. Service Contract Act. The attached Exhibit regarding the provisions of the Service Contract Act of 1965, (41 U.S.C. Section 351, et seq., as amended), is incorporated herein by reference.

23. Environment, Safety and Health. Boyer shall take all reasonable precautions in the performance of the work under this Agreement to protect the safety and health of employees and of members of the public and shall comply with all applicable safety and health regulations and requirements (including reporting requirements) of DOE. EG&G shall notify Boyer, in writing, of any noncompliance with the provisions of this Section and the corrective action to be taken. After receipt of such notice, Boyer shall immediately take corrective action. Boyer shall submit a management program and implementation plan to EG&G for review and approval within thirty (30) days after the date of this Agreement. In the event that Boyer fails to comply with said regulations or requirements of DOE, EG&G may, without prejudice to any other legal or contractual rights of EG&G, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of EG&G. Boyer shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage (DEAR 970.5204-2).

24. Modifications. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing signed by the party against

which the enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.

25. Titles and Captions. All section titles or captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions hereof.

26. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

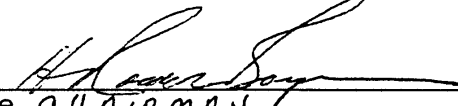
27. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Idaho, without regard to its choice of law rules.

28. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

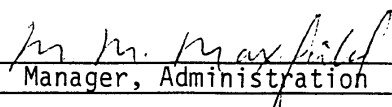
BOYER:

THE BOYER COMPANY, a Utah corporation

By   
Title CHAIRMAN

EG&G:

EG&G IDAHO, INC.,  
an Idaho corporation

By   
Title Manager, Administration